

1 TROUTMAN PEPPER HAMILTON
2 SANDERS LLP
3 Ryan A. Lewis (SBN 307253)
4 Three Embarcadero Center, Suite 800
5 San Francisco, CA 94111
6 Telephone: 415.477.5700
7 Facsimile: 415.477.5710
8 Email: ryan.lewis@troutman.com

9
10
11 Attorneys for Defendant
12 EXPERIAN INFORMATION
13 SOLUTIONS, INC.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
5510
5511
5512
5513
5514
5515
5516
5517
5518
5519
5520
5521
5522
5523
5524
5525
5526
5527
5528
5529
55210
55211
55212
55213
55214
55215
55216
55217
55218
55219
55220
55221
55222
55223
55224
55225
55226
55227
55228
55229
55230
55231
55232
55233
55234
55235
55236
55237
55238
55239
55240
55241
55242
55243
55244
55245
55246
55247
55248
55249
55250
55251
55252
55253
55254
55255
55256
55257
55258
55259
55260
55261
55262
55263
55264
55265
55266
55267
55268
55269
55270
55271
55272
55273
55274
55275
55276
55277
55278
55279
55280
55281
55282
55283
55284
55285
55286
55287
55288
55289
55290
55291
55292
55293
55294
55295
55296
55297
55298
55299
552100
552101
552102
552103
552104
552105
552106
552107
552108
552109
552110
552111
552112
552113
552114
552115
552116
552117
552118
552119
552120
552121
552122
552123
552124
552125
552126
552127
552128
552129
552130
552131
552132
552133
552134
552135
552136
552137
552138
552139
552140
552141
552142
552143
552144
552145
552146
552147
552148
552149
552150
552151
552152
552153
552154
552155
552156
552157
552158
552159
552160
552161
552162
552163
552164
552165
552166
552167
552168
552169
552170
552171
552172
552173
552174
552175
552176
552177
552178
552179
552180
552181
552182
552183
552184
552185
552186
552187
552188
552189
552190
552191
552192
552193
552194
552195
552196
552197
552198
552199
552200
552201
552202
552203
552204
552205
552206
552207
552208
552209
552210
552211
552212
552213
552214
552215
552216
552217
552218
552219
552220
552221
552222
552223
552224
552225
552226
552227
552228
552229
5522210
5522211
5522212
5522213
5522214
5522215
5522216
5522217
5522218
5522219
5522220
5522221
5522222
5522223
5522224
5522225
5522226
5522227
5522228
5522229
55222210
55222211
55222212
55222213
55222214
55222215
55222216
55222217
55222218
55222219
55222220
55222221
55222222
55222223
55222224
55222225
55222226
55222227
55222228
55222229
552222210
552222211
552222212
552222213
552222214
552222215
552222216
552222217
552222218
552222219
552222220
552222221
552222222
552222223
552222224
552222225
552222226
552222227
552222228
552222229
5522222210
5522222211
5522222212
5522222213
5522222214
5522222215
5522222216
5522222217
5522222218
5522222219
5522222220
5522222221
5522222222
5522222223
5522222224
5522222225
5522222226
5522222227
5522222228
5522222229
55222222210
55222222211
55222222212
55222222213
55222222214
55222222215
55222222216
55222222217
55222222218
55222222219
55222222220
55222222221
55222222222
55222222223
55222222224
55222222225
55222222226
55222222227
55222222228
55222222229
552222222210
552222222211
552222222212
552222222213
552222222214
552222222215
552222222216
552222222217
552222222218
552222222219
552222222220
552222222221
552222222222
552222222223
552222222224
552222222225
552222222226
552222222227
552222222228
552222222229
5522222222210
5522222222211
5522222222212
5522222222213
5522222222214
5522222222215
5522222222216
5522222222217
5522222222218
5522222222219
5522222222220
5522222222221
5522222222222
5522222222223
5522222222224
5522222222225
5522222222226
5522222222227
5522222222228
5522222222229
55222222222210
55222222222211
55222222222212
55222222222213
55222222222214
55222222222215
55222222222216
55222222222217
55222222222218
55222222222219
55222222222220
55222222222221
55222222222222
55222222222223
55222222222224
55222222222225
55222222222226
55222222222227
55222222222228
55222222222229
552222222222210
552222222222211
552222222222212
552222222222213
552222222222214
552222222222215
552222222222216
552222222222217
552222222222218
552222222222219
552222222222220
552222222222221
552222222222222
552222222222223
552222222222224
552222222222225
552222222222226
552222222222227
552222222222228
552222222222229
5522222222222210
5522222222222211
5522222222222212
5522222222222213
5522222222222214
5522222222222215
5522222222222216
5522222222222217
5522222222222218
5522222222222219
5522222222222220
5522222222222221
5522222222222222
5522222222222223
5522222222222224
5522222222222225
5522222222222226
5522222222222227
5522222222222228
5522222222222229
55222222222222210
55222222222222211
55222222222222212
55222222222222213
55222222222222214
55222222222222215
55222222222222216
55222222222222217
55222222222222218
55222222222222219
55222222222222220
55222222222222221
55222222222222222
55222222222222223
55222222222222224
55222222222222225
55222222222222226
55222222222222227
55222222222222228
55222222222222229
552222222222222210
552222222222222211
552222222222222212
552222222222222213
552222222222222214
552222222222222215
552222222222222216
552222222222222217
552222222222222218
552222222222222219
552222222222222220
552222222222222221
552222222222222222
552222222222222223
552222222222222224
552222222222222225
552222222222222226
552222222222222227
552222222222222228
552222222222222229
5522222222222222210
5522222222222222211
5522222222222222212
5522222222222222213
5522222222222222214
5522222222222222215
5522222222222222216
5522222222222222217
5522222222222222218
5522222222222222219
5522222222222222220
5522222222222222221
5522222222222222222
5522222222222222223
5522222222222222224
5522222222222222225
5522222222222222226
5522222222222222227
5522222222222222228
5522222222222222229
55222222222222222210
55222222222222222211
55222222222222222212
55222222222222222213
55222222222222222214
55222222222222222215
55222222222222222216
55222222222222222217
55222222222222222218
55222222222222222219
55222222222222222220
55222222222222222221
55222222222222222222
55222222222222222223
55222222222222222224
55222222222222222225
55222222222222222226
55222222222222222227
55222222222222222228
55222222222222222229
552222222222222222210
552222222222222222211
552222222222222222212
552222222222222222213
552222222222222222214
552222222222222222215
552222222222222222216
552222222222222222217
552222222222222222218
552222222222222222219
552222222222222222220
552222222222222222221
552222222222222222222
552222222222222222223
552222222222222222224
552222222222222222225
552222222222222222226
552222222222222222227
552222222222222222228
552222222222222222229
5522222222222222222210
5522222222222222222211
5522222222222222222212
5522222222222222222213
5522222222222222222214
5522222222222222222215
5522222222222222222216
5522222222222222222217
5522222222222222222218
5522222222222222222219
5522222222222222222220
5522222222222222222221
5522222222222222222222
5522222222222222222223
5522222222222222222224
5522222222222222222225
5522222222222222222226
5522222222222222222227
5522222222222222222228
5522222222222222222229
55222222222222222222210
55222222222222222222211
55222222222222222222212
55222222222222222222213
55222222222222222222214
55222222222222222222215
55222222222222222222216
55222222222222222222217
55222222222222222222218
55222222222222222222219
55222222222222222222220
55222222222222222222221
55222222222222222222222
55222222222222222222223
55222222222222222222224
55222222222222222222225
55222222222222222222226
55222222222222222222227
55222222222222222222228
55222222222222222222229
552222222222222222222210
552222222222222222222211
552222222222222222222212
552222222222222222222213
552222222222222222222214
552222222222222222222215
552222222222222222222216
552222222222222222222217
552222222222222222222218
552222222222222222222219
552222222222222222222220
552222222222222222222221
552222222222222222222222
552222222222222222222223
552222222222222222222224
552222222222222222222225
552222222222222222222226
552222222222222222222227
552222222222222222222228
552222222222222222222229
5522222222222222222222210
5522222222222222222222211
5522222222222222222222212
5522222222222222222222213
5522222222222222222222214
5522222222222222222222215
5522222222222222222222216
5522222222222222222222217
5522222222222222222222218
5522222222222222222222219
552222222222222

1 response to the numbered paragraphs in the Complaint, Experian states as follows:

2 **INTRODUCTION¹**

3 1. In response to paragraph 1 of the Complaint, without conceding whether
4 or not Plaintiff states any viable claim for relief, Experian admits that the Complaint
5 purports to state claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*
6 (the “FCRA”). Experian denies that it has violated the FCRA or any other law and
7 denies that it is liable to Plaintiff for any damages, costs, or attorneys’ fees. Except
8 as specifically admitted, Experian denies, generally and specifically, each and every
9 allegation in paragraph 1 of the Complaint that relates to Experian. As to the
10 remaining allegations in paragraph 1 of the Complaint, Experian lacks knowledge or
11 information sufficient to form a belief about the truth of the allegations and therefore
12 denies each and every remaining allegation therein.

13 2. In response to paragraph 2 of the Complaint, including all subparts,
14 without conceding whether or not Plaintiff states any viable claim for relief, Experian
15 admits that the Complaint seeks damages. Experian denies that it has violated the
16 FCRA or any other law and denies that it is liable to Plaintiff for any damages, costs,
17 or attorneys’ fees. Except as specifically admitted, Experian denies, generally and
18 specifically, each and every allegation in paragraph 2 of the Complaint that relates to
19 Experian. As to the allegations in paragraph 2 of the Complaint that relate to another
20 defendant, Experian lacks knowledge or information sufficient to form a belief about
21 the truth of the allegations and therefore denies each and every remaining allegation
22 therein.

23 3. In response to paragraph 3 of the Complaint, including all subparts,
24 Experian is without knowledge or information sufficient to form a belief as to the
25 truth of the allegations contained therein and, on that basis, denies, generally and

27 ¹ For ease of reference and to facilitate review of its Answer and Affirmative Defenses, Experian has incorporated into
28 its Answer the headings used by Plaintiff in the Complaint. In doing so, Experian does not adopt, either expressly or
by implication, the statements contained in those headings. Experian denies, generally and specifically, each and every
allegation in the headings.

1 specifically, each and every allegation contained therein. Experian further denies that
2 it violated the FCRA.

3 4. In response to paragraph 4 of the Complaint, Experian denies that it
4 violated the FCRA. Experian further denies, generally and specifically, each and
5 every allegation in paragraph 4 of the Complaint that relates to Experian. As to the
6 allegations in paragraph 4 of the Complaint that relate to another defendant, Experian
7 is without knowledge or information sufficient to form a belief as to the truth of the
8 allegations contained therein and, on that basis, denies, generally and specifically,
9 each and every allegation contained therein.

10 5. In response to paragraph 5 of the Complaint, Experian denies that it
11 violated the FCRA and denies Plaintiff suffered any damages as a result of Experian's
12 conduct, action, or inaction or is entitled to any recovery whatsoever from Experian.
13 Experian further denies, generally and specifically, each and every allegation in
14 paragraph 5 of the Complaint that relates to Experian. As to the remaining allegations
15 in paragraph 5 of the Complaint, Experian is without knowledge or information
16 sufficient to form a belief as to the truth of the allegations contained therein and, on
17 that basis, denies, generally and specifically, each and every allegation contained
18 therein.

19 6. In response to paragraph 6 of the Complaint, Experian denies that it
20 violated the FCRA and denies Plaintiff suffered any damages as a result of Experian's
21 conduct, action, or inaction or is entitled to any recovery whatsoever from Experian.
22 Experian further denies, generally and specifically, each and every allegation in
23 paragraph 6 of the Complaint that relates to Experian. As to the remaining allegations
24 in paragraph 6 of the Complaint, Experian is without knowledge or information
25 sufficient to form a belief as to the truth of the allegations contained therein and, on
26 that basis, denies, generally and specifically, each and every allegation contained
27 therein.

28

1 7. In response to paragraph 7 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, on that basis, denies, generally and specifically, each and every
4 allegation contained therein. Experian further denies that it violated the FCRA.

5 8. In response to paragraph 8 of the Complaint, Experian admits Plaintiff
6 purports to characterize the purpose of the FCRA. Experian affirmatively states that
7 the FCRA speaks for itself and, on that basis, denies any allegations in paragraph 8
8 inconsistent therewith. Except as specifically admitted, Experian denies, generally
9 and specifically, each and every allegation in paragraph 8 of the Complaint that
10 relates to Experian. As to the remaining allegations in paragraph 8 of the Complaint,
11 Experian is without knowledge or information sufficient to form a belief as to the
12 truth of the allegations contained therein and, on that basis, denies, generally and
13 specifically, each and every allegation contained therein.

JURISDICTION & VENUE

15 9. In response to paragraph 9 of the Complaint, Experian incorporates by
16 reference its responses to the preceding paragraphs as if fully stated herein.

17 10. In response to paragraph 10 of the Complaint, Experian admits that
18 Plaintiff has alleged jurisdiction based on 28 U.S.C. §§ 1331, 1337, and 1367, and
19 15 U.S.C. § 1681. Experian states that this is a legal conclusion which is not subject
20 to denial or admission. To the extent a response is required, Experian lacks
21 knowledge or information sufficient to form a belief about the truth of the allegations
22 in paragraph 10 of the Complaint and therefore denies the same.

23 11. In response to paragraph 11 of the Complaint, Experian admits that
24 Plaintiff has alleged that venue is proper. Experian states that this is a legal
25 conclusion, which is not subject to denial or admission. To the extent a response is
26 required, Experian lacks knowledge or information sufficient to form a belief about
27 the truth of the allegations in paragraph 11 of the Complaint and therefore denies the
28 same.

GENERAL ALLEGATIONS

12. In response to paragraph 12 of the Complaint, Experian denies that it violated the FCRA and denies that its conduct, action, or inaction was knowing, intentional, or reckless as alleged in the Complaint. Experian further denies Plaintiff suffered any damages as a result of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever from Experian. Experian denies, generally and specifically, each and every remaining allegation therein.

13. In response to paragraph 13 of the Complaint, Experian denies that it violated the FCRA and denies that its conduct, action, or inaction was reckless as alleged in the Complaint. Experian further denies Plaintiff suffered any damages as a result of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever from Experian. Experian denies, generally and specifically, each and every remaining allegation therein.

FICO, Inc.

14. In response to paragraph 14 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

15. In response to paragraph 15 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

16. In response to paragraph 16 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

17. In response to paragraph 17 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 18. In response to paragraph 18 of the Complaint, Experian is without
4 knowledge or information sufficient to form a belief as to the truth of the allegations
5 contained therein and, on that basis, denies, generally and specifically, each and every
6 allegation contained therein.

7 19. In response to paragraph 19 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, on that basis, denies, generally and specifically, each and every
10 allegation contained therein.

11 20. In response to paragraph 20 of the Complaint, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, on that basis, denies, generally and specifically, each and every
14 allegation contained therein.

15 21. In response to paragraph 21 of the Complaint, Experian is without
16 knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, on that basis, denies, generally and specifically, each and every
18 allegation contained therein.

19 22. In response to paragraph 22 of the Complaint, Experian admits that it is
20 a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and, as such,
21 issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically
22 admitted, Experian denies, generally and specifically, each and every allegation in
23 paragraph 22 of the Complaint that relates to Experian. As to the remaining
24 allegations in paragraph 22 of the Complaint, Experian is without knowledge or
25 information sufficient to form a belief as to the truth of the allegations contained
26 therein and, on that basis, denies, generally and specifically, each and every
27 allegation contained therein.

28

1 23. In response to paragraph 23 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, on that basis, denies, generally and specifically, each and every
4 allegation contained therein.

5 24. In response to paragraph 24 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, on that basis, denies, generally and specifically, each and every
8 allegation contained therein.

9 25. In response to paragraph 25 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained therein and, on that basis, denies, generally and specifically, each and every
12 allegation contained therein.

13 26. In response to paragraph 26 of the Complaint, Experian is without
14 knowledge or information sufficient to form a belief as to the truth of the allegations
15 contained therein and, on that basis, denies, generally and specifically, each and every
16 allegation contained therein.

17 27. In response to paragraph 27 of the Complaint, Experian is without
18 knowledge or information sufficient to form a belief as to the truth of the allegations
19 contained therein and, on that basis, denies, generally and specifically, each and every
20 allegation contained therein.

21 28. In response to paragraph 28 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the allegations
23 contained therein and, on that basis, denies, generally and specifically, each and every
24 allegation contained therein.

25 29. In response to paragraph 29 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the allegations
27 contained therein and, on that basis, denies, generally and specifically, each and every
28 allegation contained therein.

1 30. In response to paragraph 30 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, on that basis, denies, generally and specifically, each and every
4 allegation contained therein.

5 31. In response to paragraph 31 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, on that basis, denies, generally and specifically, each and every
8 allegation contained therein.

9 **Metro 2**

10 32. In response to paragraph 32 of the Complaint, Experian admits the
11 existence of the Consumer Data Industry Association (“CDIA”). Except as
12 specifically admitted, Experian is without knowledge or information sufficient to
13 form a belief as to the truth of the allegations contained therein and, on that basis,
14 denies, generally and specifically, each and every allegation contained therein.

15 33. In response to paragraph 33 of the Complaint, Experian admits that the
16 credit reporting industry uses a standard electronic data reporting format called the
17 Metro 2® Format. Except as specifically admitted, Experian is without knowledge
18 or information sufficient to form a belief as to the truth of the allegations contained
19 therein and, on that basis, denies, generally and specifically, each and every
20 allegation contained therein.

21 34. In response to paragraph 34 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the allegations
23 contained therein and, on that basis, denies, generally and specifically, each and every
24 allegation contained therein.

25 35. In response to paragraph 35 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the allegations
27 contained therein and, on that basis, denies, generally and specifically, each and every
28 allegation contained therein.

1 36. In response to paragraph 36 of the Complaint, including all subparts,
2 Experian is without knowledge or information sufficient to form a belief as to the
3 truth of the allegations contained therein and, on that basis, denies, generally and
4 specifically, each and every allegation contained therein.

5 37. In response to paragraph 37 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, on that basis, denies, generally and specifically, each and every
8 allegation contained therein.

9 38. In response to paragraph 38 of the Complaint, Experian admits that the
10 CDIA's current Credit Reporting Resource Guide is a manual that includes the Metro
11 2® Format. Except as specifically admitted, Experian is without knowledge or
12 information sufficient to form a belief as to the truth of the allegations contained
13 therein and, on that basis, denies, generally and specifically, each and every
14 allegation contained therein.

15 39. In response to paragraph 39 of the Complaint, Experian admits that the
16 CDIA's current Credit Reporting Resource Guide is a manual that includes the Metro
17 2® Format. Except as specifically admitted, Experian is without knowledge or
18 information sufficient to form a belief as to the truth of the allegations contained
19 therein and, on that basis, denies, generally and specifically, each and every
20 allegation contained therein.

21 40. In response to paragraph 40 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the allegations
23 contained therein and, on that basis, denies, generally and specifically, each and every
24 allegation contained therein.

25 41. In response to paragraph 41 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the allegations
27 contained therein and, on that basis, denies, generally and specifically, each and every
28 allegation contained therein.

1 42. In response to paragraph 42 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, on that basis, denies, generally and specifically, each and every
4 allegation contained therein.

5 43. In response to paragraph 43 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, on that basis, denies, generally and specifically, each and every
8 allegation contained therein.

9 44. In response to paragraph 44 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained therein and, on that basis, denies, generally and specifically, each and every
12 allegation contained therein.

13 **Consumer Information Indicator**

14 45. In response to paragraph 45 of the Complaint, Experian is without
15 knowledge or information sufficient to form a belief as to the truth of the allegations
16 contained therein and, on that basis, denies, generally and specifically, each and every
17 allegation contained therein.

18 46. In response to paragraph 46 of the Complaint, Experian is without
19 knowledge or information sufficient to form a belief as to the truth of the allegations
20 contained therein and, on that basis, denies, generally and specifically, each and every
21 allegation contained therein.

22 47. In response to paragraph 47 of the Complaint, Experian is without
23 knowledge or information sufficient to form a belief as to the truth of the allegations
24 contained therein and, on that basis, denies, generally and specifically, each and every
25 allegation contained therein.

26 48. In response to paragraph 48 of the Complaint, Experian is without
27 knowledge or information sufficient to form a belief as to the truth of the allegations
28

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 49. In response to paragraph 49 of the Complaint, Experian is without
4 knowledge or information sufficient to form a belief as to the truth of the allegations
5 contained therein and, on that basis, denies, generally and specifically, each and every
6 allegation contained therein.

7 50. In response to paragraph 50 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, on that basis, denies, generally and specifically, each and every
10 allegation contained therein.

11 51. In response to paragraph 51 of the Complaint, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, on that basis, denies, generally and specifically, each and every
14 allegation contained therein.

15 52. In response to paragraph 52 of the Complaint, Experian is without
16 knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, on that basis, denies, generally and specifically, each and every
18 allegation contained therein.

19 53. In response to paragraph 53 of the Complaint, Experian is without
20 knowledge or information sufficient to form a belief as to the truth of the allegations
21 contained therein and, on that basis, denies, generally and specifically, each and every
22 allegation contained therein.

23 54. In response to paragraph 54 of the Complaint, Experian is without
24 knowledge or information sufficient to form a belief as to the truth of the allegations
25 contained therein and, on that basis, denies, generally and specifically, each and every
26 allegation contained therein.

27 55. In response to paragraph 55 of the Complaint, Experian is without
28 knowledge or information sufficient to form a belief as to the truth of the allegations

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 **Plaintiff's Bankruptcy**

4 56. In response to paragraph 56 of the Complaint, Experian is without
5 knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained therein and, on that basis, denies, generally and specifically, each and every
7 allegation contained therein.

8 57. In response to paragraph 57 of the Complaint, Experian is without
9 knowledge or information sufficient to form a belief as to the truth of the allegations
10 contained therein and, on that basis, denies, generally and specifically, each and every
11 allegation contained therein.

12 58. In response to paragraph 58 of the Complaint, Experian is without
13 knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, on that basis, denies, generally and specifically, each and every
15 allegation contained therein.

16 59. In response to paragraph 59 of the Complaint, Experian denies that it
17 violated the FCRA. Experian further denies, generally and specifically, each and
18 every allegation in paragraph 59 of the Complaint that relates to Experian. As to the
19 allegations in paragraph 59 of the Complaint that relate to another defendant,
20 Experian is without knowledge or information sufficient to form a belief as to the
21 truth of the allegations contained therein and, on that basis, denies, generally and
22 specifically, each and every allegation contained therein.

23 **Plaintiff's Credit Report**

24 60. In response to paragraph 60 of the Complaint, Experian is without
25 knowledge or information sufficient to form a belief as to the truth of the allegations
26 contained therein and, on that basis, denies, generally and specifically, each and every
27 allegation contained therein.

28

1 61. In response to paragraph 61 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, on that basis, denies, generally and specifically, each and every
4 allegation contained therein. Experian further denies that it violated the FCRA.

5 62. In response to paragraph 62 of the Complaint, including all subparts,
6 Experian is without knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained therein and, on that basis, denies, generally and
8 specifically, each and every allegation contained therein.

9 63. In response to paragraph 63 of the Complaint, Experian admits that on
10 or around May 15, 2024, it received dispute correspondence regarding information
11 allegedly appearing on Plaintiff's Experian credit file, which correspondence speaks
12 for itself. Except as specifically admitted, Experian denies, generally and
13 specifically, each and every allegation in paragraph 63 of the Complaint that relates
14 to Experian. As to the remaining allegations in paragraph 63 of the Complaint,
15 Experian is without knowledge or information sufficient to form a belief as to the
16 truth of the allegations contained therein and, on that basis, denies, generally and
17 specifically, each and every allegation contained therein.

18 64. In response to paragraph 64 of the Complaint, Experian admits that on
19 or around May 15, 2024, it received dispute correspondence regarding information
20 allegedly appearing on Plaintiff's Experian credit file, which correspondence speaks
21 for itself. Except as specifically admitted, Experian denies, generally and
22 specifically, each and every allegation in paragraph 64 of the Complaint that relates
23 to Experian. As to the remaining allegations in paragraph 64 of the Complaint,
24 Experian is without knowledge or information sufficient to form a belief as to the
25 truth of the allegations contained therein and, on that basis, denies, generally and
26 specifically, each and every allegation contained therein.

27 65. In response to paragraph 65 of the Complaint, Experian is without
28 knowledge or information sufficient to form a belief as to the truth of the allegations

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 66. In response to paragraph 66 of the Complaint, Experian is without
4 knowledge or information sufficient to form a belief as to the truth of the allegations
5 contained therein and, on that basis, denies, generally and specifically, each and every
6 allegation contained therein.

7 67. In response to paragraph 67 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, on that basis, denies, generally and specifically, each and every
10 allegation contained therein. Experian further denies that it violated the FCRA.

11 **Damages**

12 68. In response to paragraph 68 of the Complaint, Experian denies that it
13 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
14 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
15 from Experian. Experian denies, generally and specifically, each and every allegation
16 in paragraph 68 that relates to Experian. As to the remaining allegations in paragraph
17 68 of the Complaint, Experian lacks knowledge or information sufficient to form a
18 belief about the truth of the allegations and therefore denies each and every remaining
19 allegation therein.

20 69. In response to paragraph 69 of the Complaint, Experian denies that it
21 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
22 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
23 from Experian. Experian denies, generally and specifically, each and every allegation
24 in paragraph 69 that relates to Experian. As to the remaining allegations in paragraph
25 69 of the Complaint, Experian lacks knowledge or information sufficient to form a
26 belief about the truth of the allegations and therefore denies each and every remaining
27 allegation therein.

28

1 70. In response to paragraph 70 of the Complaint, Experian denies that it
2 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
3 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
4 from Experian. Experian denies, generally and specifically, each and every allegation
5 in paragraph 70 that relates to Experian. As to the remaining allegations in paragraph
6 70 of the Complaint, Experian lacks knowledge or information sufficient to form a
7 belief about the truth of the allegations and therefore denies each and every remaining
8 allegation therein.

9 71. Experian is without knowledge or information sufficient to form a belief
10 as to the truth of the allegations contained therein and, on that basis, denies, generally
11 and specifically, each and every allegation contained therein. Experian further denies
12 that it violated the FCRA.

13 72. In response to paragraph 72 of the Complaint, Experian denies that it
14 violated the FCRA. Experian denies, generally and specifically, each and every
15 allegation in paragraph 72 that relates to Experian. As to the allegations in paragraph
16 72 of the Complaint that relate to another defendant, Experian lacks knowledge or
17 information sufficient to form a belief about the truth of the allegations and therefore
18 denies each and every remaining allegation therein.

FIRST CAUSE OF ACTION

20 (Violation of the Fair Credit Reporting Act 15 U.S.C. § 1681e(b))
21 Against Defendants)

Experian, Equifax, and TransUnion – Failure to Assure Credit Reporting Accuracy.

24 73. In response to paragraph 73 of the Complaint, Experian incorporates by
25 reference its responses to the preceding paragraphs as if fully stated herein.

26 74. In response to paragraph 74 of the Complaint, Experian denies that it
27 violated the FCRA. Experian further denies, generally and specifically, each and
28 every allegation in paragraph 74 of the Complaint. As to the allegations in paragraph

1 74 of the Complaint that relate to another defendant, Experian is without knowledge
2 or information sufficient to form a belief as to the truth of the allegations contained
3 therein and, on that basis, denies, generally and specifically, each and every
4 allegation contained therein.

5 75. In response to paragraph 75 of the Complaint, Experian denies that it
6 violated the FCRA. Experian further denies, generally and specifically, each and
7 every allegation in paragraph 75 that relates to Experian. As to the remaining
8 allegations in paragraph 75 of the Complaint, Experian lacks knowledge or
9 information sufficient to form a belief about the truth of the allegations and therefore
10 denies each and every remaining allegation therein.

11 76. In response to paragraph 76 of the Complaint, Experian denies that it
12 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
13 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
14 from Experian. Experian denies, generally and specifically, each and every allegation
15 in paragraph 76 that relates to Experian. As to the remaining allegations in paragraph
16 76 of the Complaint, Experian lacks knowledge or information sufficient to form a
17 belief about the truth of the allegations and therefore denies each and every remaining
18 allegation therein.

19 77. In response to paragraph 77 of the Complaint, Experian denies that it
20 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
21 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
22 from Experian. Experian denies, generally and specifically, each and every allegation
23 in paragraph 77 that relates to Experian. As to the remaining allegations in paragraph
24 77 of the Complaint, Experian lacks knowledge or information sufficient to form a
25 belief about the truth of the allegations and therefore denies each and every remaining
26 allegation therein.

27 78. In response to paragraph 78 of the Complaint, Experian denies that it
28 violated the FCRA and further denies that its conduct, action, or inaction was willful

1 as alleged in the Complaint. Experian further denies, generally and specifically, each
2 and every allegation in paragraph 78 that relates to Experian. As to the allegations in
3 paragraph 78 of the Complaint that relate to another defendant, Experian lacks
4 knowledge or information sufficient to form a belief about the truth of the allegations
5 and therefore denies each and every remaining allegation therein.

6 79. In response to paragraph 79 of the Complaint, Experian denies that it
7 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
8 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
9 from Experian. Experian denies, generally and specifically, each and every allegation
10 in paragraph 79 that relates to Experian. As to the allegations in paragraph 79 of the
11 Complaint that relate to another defendant, Experian lacks knowledge or information
12 sufficient to form a belief about the truth of the allegations and therefore denies each
13 and every remaining allegation therein.

14 **Willfulness**

15 80. In response to paragraph 80 of the Complaint, Experian denies that it
16 violated the FCRA and further denies that its conduct, action, or inaction was willful
17 as alleged in the Complaint. Experian further denies, generally and specifically, each
18 and every allegation in paragraph 80 that relates to Experian. As to the allegations in
19 paragraph 80 of the Complaint that relate to another defendant, Experian lacks
20 knowledge or information sufficient to form a belief about the truth of the allegations
21 and therefore denies each and every remaining allegation therein.

22 81. In response to paragraph 81 of the Complaint, Experian is without
23 knowledge or information sufficient to form a belief as to the truth of the allegations
24 contained therein and, on that basis, denies, generally and specifically, each and every
25 allegation contained therein.

26 82. In response to paragraph 82 of the Complaint, Experian is without
27 knowledge or information sufficient to form a belief as to the truth of the allegations
28

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 83. In response to paragraph 83 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation in paragraph 83 of the
5 Complaint that relates to Experian. As to the allegations in paragraph 83 of the
6 Complaint that relate to another defendant, Experian lacks knowledge or information
7 sufficient to form a belief about the truth of the allegations and therefore denies each
8 and every remaining allegation therein.

9 84. In response to paragraph 84 of the Complaint, Experian denies,
10 generally and specifically, each and every allegation in paragraph 84 of the
11 Complaint that relates to Experian. As to the allegations in paragraph 84 of the
12 Complaint that relate to another defendant, Experian lacks knowledge or information
13 sufficient to form a belief about the truth of the allegations and therefore denies each
14 and every remaining allegation therein.

15 85. In response to paragraph 85 of the Complaint, Experian denies,
16 generally and specifically, each and every allegation in paragraph 85 of the
17 Complaint that relates to Experian. As to the allegations in paragraph 85 of the
18 Complaint that relate to another defendant, Experian lacks knowledge or information
19 sufficient to form a belief about the truth of the allegations and therefore denies each
20 and every remaining allegation therein.

21 86. In response to paragraph 86 of the Complaint, Experian admits that
22 Plaintiff purports to cite to *Saez v. Trans Union, LLC*, 621 F. Supp. 2d 1074, 1083,
23 1088 (D. Or. 2007), *Grigoryan v. Experian Info. Sols., Inc.*, 84 F. Supp. 3d. 1044,
24 1091 (C.D. Cal. 2014), and *Haykuhi Avetisyan v. Experian Info. Sols., Inc.*, No. CV
25 14-05276-AB (ASX). Experian states that the cases referenced speak for themselves
26 as to their claims, defenses, and legal effect, and on that basis, denies any allegations
27 in paragraph 86 inconsistent therewith. Except as specifically admitted, Experian
28 denies, generally and specifically, each and every allegation in paragraph 86 of the

1 Complaint that relates to Experian. As to the allegations in paragraph 86 of the
2 Complaint that relate to another defendant, Experian lacks knowledge or information
3 sufficient to form a belief about the truth of the allegations and therefore denies each
4 and every remaining allegation therein.

5 87. In response to paragraph 87 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation in paragraph 87 of the
7 Complaint that relates to Experian. As to the allegations in paragraph 87 of the
8 Complaint that relate to another defendant, Experian lacks knowledge or information
9 sufficient to form a belief about the truth of the allegations and therefore denies each
10 and every remaining allegation therein.

11 88. In response to paragraph 88 of the Complaint, Experian denies,
12 generally and specifically, each and every allegation in paragraph 88 of the
13 Complaint that relates to Experian. As to the allegations in paragraph 88 of the
14 Complaint that relate to another defendant, Experian lacks knowledge or information
15 sufficient to form a belief about the truth of the allegations and therefore denies each
16 and every remaining allegation therein.

17 89. In response to paragraph 89 of the Complaint, Experian denies that it
18 violated the FCRA. Experian further denies, generally and specifically, each and
19 every allegation in paragraph 89 that relates to Experian. As to the allegations in
20 paragraph 89 of the Complaint that relate to another defendant, Experian lacks
21 knowledge or information sufficient to form a belief about the truth of the allegations
22 and therefore denies each and every remaining allegation therein.

23 90. In response to paragraph 90 of the Complaint, Experian denies that it
24 violated the FCRA. Experian further denies, generally and specifically, each and
25 every allegation in paragraph 90 that relates to Experian. As to the allegations in
26 paragraph 90 of the Complaint that relate to another defendant, Experian lacks
27 knowledge or information sufficient to form a belief about the truth of the allegations
28 and therefore denies each and every remaining allegation therein.

1 91. In response to paragraph 91 of the Complaint, Experian denies that it
2 violated the FCRA and further denies Plaintiff suffered any damages as a result of
3 Experian's conduct, action, or inaction or is entitled to any recovery whatsoever from
4 Experian. Experian denies, generally and specifically, each and every allegation in
5 paragraph 91 that relates to Experian. As to the allegations in paragraph 91 of the
6 Complaint that relate to another defendant, Experian lacks knowledge or information
7 sufficient to form a belief about the truth of the allegations and therefore denies each
8 and every remaining allegation therein.

9 92. In response to paragraph 92 of the Complaint, Experian denies that it
10 violated the FCRA and denies that its conduct, action, or inaction was negligent as
11 alleged in the Complaint. Experian further denies Plaintiff suffered any damages as
12 a result of Experian's conduct, action, or inaction or is entitled to any recovery
13 whatsoever from Experian. Experian denies, generally and specifically, each and
14 every allegation in paragraph 92 that relates to Experian. As to the remaining
15 allegations in paragraph 92 of the Complaint, Experian lacks knowledge or
16 information sufficient to form a belief about the truth of the allegations and therefore
17 denies each and every remaining allegation therein.

18 93. In response to paragraph 93 of the Complaint, Experian denies that it
19 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
20 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
21 from Experian. Experian denies, generally and specifically, each and every allegation
22 in paragraph 93 that relates to Experian. As to the remaining allegations in paragraph
23 93 of the Complaint, Experian lacks knowledge or information sufficient to form a
24 belief about the truth of the allegations and therefore denies each and every remaining
25 allegation therein.

26
27
28

SECOND CAUSE OF ACTION

(Violation of Fair Credit Reporting Act 15 U.S.C. § 1681s-2(b))

Against Defendants Barclays, Capital One, Citi, U.S. Bank, and American First)

Barclays, Capital One, Citi, U.S. Bank, and American First – Failure to Reinvestigate Disputed Information.

94. In response to paragraph 94 of the Complaint, Experian incorporates by reference its responses to the preceding paragraphs as if fully stated herein.

95. In response to paragraph 95 of the Complaint, Experian admits Plaintiff purports to characterize sections of the FCRA. Experian affirmatively states that the FCRA speaks for itself and denies any allegations in paragraph 95 inconsistent therewith. Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

96. In response to paragraph 96 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

97. In response to paragraph 97 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

98. In response to paragraph 98 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

99. In response to paragraph 99 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 100. In response to paragraph 100 of the Complaint, Experian is without
4 knowledge or information sufficient to form a belief as to the truth of the allegations
5 contained therein and, on that basis, denies, generally and specifically, each and every
6 allegation contained therein.

7 101. In response to paragraph 101 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, on that basis, denies, generally and specifically, each and every
10 allegation contained therein.

11 102. In response to paragraph 102 of the Complaint, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, on that basis, denies, generally and specifically, each and every
14 allegation contained therein.

15 103. In response to paragraph 103 of the Complaint, Experian is without
16 knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, on that basis, denies, generally and specifically, each and every
18 allegation contained therein.

19 104. In response to paragraph 104 of the Complaint, Experian is without
20 knowledge or information sufficient to form a belief as to the truth of the allegations
21 contained therein and, on that basis, denies, generally and specifically, each and every
22 allegation contained therein.

23 105. In response to paragraph 105 of the Complaint, Experian is without
24 knowledge or information sufficient to form a belief as to the truth of the allegations
25 contained therein and, on that basis, denies, generally and specifically, each and every
26 allegation contained therein.

27
28

Experian, Equifax, and TransUnion – Failure to Reinvestigate Disputed Information.

106. In response to paragraph 106 of the Complaint, Experian incorporates by reference its responses to the preceding paragraphs as if fully stated herein.

107. In response to paragraph 107 of the Complaint, Experian admits Plaintiff purports to characterize sections of the FCRA. Experian affirmatively states that the FCRA speaks for itself and denies any allegations in paragraph 107 inconsistent therewith. Except as specifically admitted, Experian denies, generally and specifically, each and every allegation in paragraph 107 that relates to Experian. As to the allegations in paragraph 107 of the Complaint that relate to another defendant, Experian lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies each and every remaining allegation therein.

108. In response to paragraph 108 of the Complaint, Experian denies, generally and specifically, each and every allegation in paragraph 108 that relates to Experian. Experian further denies that it violated the FCRA. As to the allegations in paragraph 108 of the Complaint that relate to another defendant, Experian lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies each and every remaining allegation therein.

109. In response to paragraph 109 of the Complaint, Experian denies, generally and specifically, each and every allegation in paragraph 109 that relates to Experian. Experian further denies that it violated the FCRA. As to the allegations in paragraph 109 of the Complaint that relate to another defendant, Experian lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies each and every remaining allegation therein.

110. In response to paragraph 110 of the Complaint, Experian admits Plaintiff purports to characterize sections of the FCRA. Experian affirmatively states that the FCRA speaks for itself and denies any allegations in paragraph 110

1 inconsistent therewith. Except as specifically admitted, Experian denies, generally
2 and specifically, each and every allegation in paragraph 110 that relates to Experian.
3 As to the allegations in paragraph 110 of the Complaint that relate to another
4 defendant, Experian lacks knowledge or information sufficient to form a belief about
5 the truth of the allegations and therefore denies each and every remaining allegation
6 therein.

7 111. In response to paragraph 111 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, on that basis, denies, generally and specifically, each and every
10 allegation contained therein.

11 112. In response to paragraph 112 of the Complaint, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, on that basis, denies, generally and specifically, each and every
14 allegation contained therein.

15 113. In response to paragraph 113 of the Complaint, Experian is without
16 knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, on that basis, denies, generally and specifically, each and every
18 allegation contained therein.

19 114. In response to paragraph 114 of the Complaint, Experian denies,
20 generally and specifically, each and every allegation in paragraph 114 that relates to
21 Experian. Experian further denies that it violated the FCRA. As to the allegations in
22 paragraph 114 of the Complaint that relate to another defendant, Experian lacks
23 knowledge or information sufficient to form a belief about the truth of the allegations
24 and therefore denies each and every remaining allegation therein.

25 115. In response to paragraph 115 of the Complaint, Experian denies that it
26 violated the FCRA and denies that its conduct, action, or inaction was intentional,
27 willful, or reckless as alleged in the Complaint. Experian further denies, generally
28 and specifically, each and every allegation in paragraph 115 of the Complaint that

1 relates to Experian. As to the allegations in paragraph 115 of the Complaint that relate
2 to another defendant, Experian lacks knowledge or information sufficient to form a
3 belief about the truth of the allegations and therefore denies each and every remaining
4 allegation therein.

5 116. In response to paragraph 116 of the Complaint, Experian denies that it
6 violated the FCRA and denies that its conduct, action, or inaction was unreasonable,
7 willful, or reckless as alleged in the Complaint. Experian further denies, generally
8 and specifically, each and every allegation in paragraph 116 that relates to Experian.
9 As to the allegations in paragraph 116 of the Complaint that relate to another
10 defendant, Experian lacks knowledge or information sufficient to form a belief about
11 the truth of the allegations and therefore denies each and every remaining allegation
12 therein.

13 **THIRD CAUSE OF ACTION**

14 (Violation of Fair Credit Reporting Act 15 U.S.C. § 1681i(a)(4))

15 Against Defendants Experian, Equifax, TransUnion)

16 **Experian, Equifax, and TransUnion – Failure to Review and Consider
17 All Relevant Information.**

18 117. In response to paragraph 117 of the Complaint, Experian incorporates
19 by reference its responses to the preceding paragraphs as if fully stated herein.

20 118. In response to paragraph 118 of the Complaint, Experian denies,
21 generally and specifically, each and every allegation in paragraph 118 that relates to
22 Experian. Experian further denies that it violated the FCRA. As to the allegations in
23 paragraph 118 of the Complaint that relate to another defendant, Experian lacks
24 knowledge or information sufficient to form a belief about the truth of the allegations
25 and therefore denies each and every remaining allegation therein.

26 119. In response to paragraph 119 of the Complaint, Experian denies that it
27 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
28 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever

1 from Experian. Experian denies, generally and specifically, each and every allegation
2 in paragraph 119 that relates to Experian. As to the remaining allegations in
3 paragraph 119 of the Complaint, Experian lacks knowledge or information sufficient
4 to form a belief about the truth of the allegations and therefore denies each and every
5 remaining allegation therein.

6 120. In response to paragraph 120 of the Complaint, Experian denies that it
7 violated the FCRA and denies that its conduct, action, or inaction was willful as
8 alleged in the Complaint. Experian further denies Plaintiff suffered any damages as
9 a result of Experian's conduct, action, or inaction or is entitled to any recovery
10 whatsoever from Experian. Experian denies, generally and specifically, each and
11 every allegation in paragraph 120 that relates to Experian. As to the allegations in
12 paragraph 120 of the Complaint that relate to another defendant, Experian lacks
13 knowledge or information sufficient to form a belief about the truth of the allegations
14 and therefore denies each and every remaining allegation therein.

15 121. In response to paragraph 121 of the Complaint, Experian denies that it
16 violated the FCRA and denies that its conduct, action, or inaction was negligent as
17 alleged in the Complaint. Experian further denies Plaintiff suffered any damages as
18 a result of Experian's conduct, action, or inaction or is entitled to any recovery
19 whatsoever from Experian. Experian denies, generally and specifically, each and
20 every allegation in paragraph 121 that relates to Experian. As to the allegations in
21 paragraph 121 of the Complaint that relate to another defendant, Experian lacks
22 knowledge or information sufficient to form a belief about the truth of the allegations
23 and therefore denies each and every remaining allegation therein.

24 122. In response to paragraph 122 of the Complaint, Experian denies that it
25 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
26 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
27 from Experian. Experian denies, generally and specifically, each and every allegation
28 in paragraph 122 that relates to Experian. As to the allegations in paragraph 122 of

1 the Complaint that relate to another defendant, Experian lacks knowledge or
2 information sufficient to form a belief about the truth of the allegations and therefore
3 denies each and every remaining allegation therein.

4 **FOURTH CAUSE OF ACTION**

5 (Violation of Fair Credit Reporting Act U.S.C. § 1681i(a)(5)(A))

6 Against Defendants Experian, Equifax, TransUnion)

7 **Experian, Equifax, and TransUnion – Failure to Delete Disputed and
8 Inaccurate Information.**

9 123. In response to paragraph 123 of the Complaint, Experian incorporates
10 by reference its responses to the preceding paragraphs as if fully stated herein.

11 124. In response to paragraph 124 of the Complaint, Experian denies,
12 generally and specifically, each and every allegation in paragraph 124 that relates to
13 Experian. Experian further denies that it violated the FCRA. As to the allegations in
14 paragraph 124 of the Complaint that relate to another defendant, Experian lacks
15 knowledge or information sufficient to form a belief about the truth of the allegations
16 and therefore denies each and every remaining allegation therein.

17 125. In response to paragraph 125 of the Complaint, Experian denies that it
18 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
19 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
20 from Experian. Experian denies, generally and specifically, each and every allegation
21 in paragraph 125 that relates to Experian. As to the remaining allegations in
22 paragraph 125 of the Complaint, Experian lacks knowledge or information sufficient
23 to form a belief about the truth of the allegations and therefore denies each and every
24 remaining allegation therein.

25 126. In response to paragraph 126 of the Complaint, Experian denies that it
26 violated the FCRA and denies that its conduct, action, or inaction was willful as
27 alleged in the Complaint. Experian further denies Plaintiff suffered any damages as
28 a result of Experian's conduct, action, or inaction or is entitled to any recovery

1 whatsoever from Experian. Experian denies, generally and specifically, each and
2 every allegation in paragraph 126 that relates to Experian. As to the allegations in
3 paragraph 126 of the Complaint that relate to another defendant, Experian lacks
4 knowledge or information sufficient to form a belief about the truth of the allegations
5 and therefore denies each and every remaining allegation therein.

6 127. In response to paragraph 127 of the Complaint, Experian denies that it
7 violated the FCRA and denies that its conduct, action, or inaction was negligent as
8 alleged in the Complaint. Experian further denies Plaintiff suffered any damages as
9 a result of Experian's conduct, action, or inaction or is entitled to any recovery
10 whatsoever from Experian. Experian denies, generally and specifically, each and
11 every allegation in paragraph 127 that relates to Experian. As to the allegations in
12 paragraph 127 of the Complaint that relate to another defendant, Experian lacks
13 knowledge or information sufficient to form a belief about the truth of the allegations
14 and therefore denies each and every remaining allegation therein.

15 128. In response to paragraph 128 of the Complaint, Experian denies that it
16 violated the FCRA. Experian further denies Plaintiff suffered any damages as a result
17 of Experian's conduct, action, or inaction or is entitled to any recovery whatsoever
18 from Experian. Experian denies, generally and specifically, each and every allegation
19 in paragraph 128 that relates to Experian. As to the allegations in paragraph 128 of
20 the Complaint that relate to another defendant, Experian lacks knowledge or
21 information sufficient to form a belief about the truth of the allegations and therefore
22 denies each and every remaining allegation therein.

23 **RESPONSE TO DEMAND FOR JURY TRIAL**

24 In response to the Complaint, Experian admits that Plaintiff has demanded a
25 trial by jury on all issues triable.

26 **RESPONSE TO PRAYER FOR RELIEF**

27 Experian denies that Plaintiff is entitled to any of the relief requested therein,
28 or any relief whatsoever, from Experian.

AFFIRMATIVE DEFENSES

In further response to Plaintiff's Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST AFFIRMATIVE DEFENSE

(FAILURE TO STATE A CLAIM)

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

(IMMUNITY)

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD AFFIRMATIVE DEFENSE

(TRUTH/ACCURACY OF INFORMATION)

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

FOURTH AFFIRMATIVE DEFENSE

(INDEMNIFICATION)

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff were the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE DAMAGES)

Plaintiff has failed to mitigate her damages.

SIXTH AFFIRMATIVE DEFENSE

(LACHES)

The claim for relief set forth in the Complaint is barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

(CONTRIBUTORY/COMPARATIVE FAULT)

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff herself, and resulted from Plaintiff's own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

EIGHTH AFFIRMATIVE DEFENSE
(ESTOPPEL)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

NINTH AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

Experian is informed and believes and thereon alleges that the claim for relief in the Complaint herein is barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE
(UNCLEAN HANDS)

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE
(INDEPENDENT INTERVENING CAUSE)

Experian alleges upon information and belief that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause

1 and/or causes leading to such alleged injuries and, as such, any action on the part of
2 Experian was not a proximate cause of the alleged injuries.

3 **TWELFTH AFFIRMATIVE DEFENSE**

4 (MOOTNESS)

5 Plaintiff's claim is barred, in whole or in part, to the extent that the claim or
6 relief sought is moot.

7 **THIRTEENTH AFFIRMATIVE DEFENSE**

8 (WAIVER)

9 Plaintiff's claim is barred, in whole or in part, by the doctrine of waiver.

10 **FOURTEENTH AFFIRMATIVE DEFENSE**

11 (IMPROPER REQUEST FOR PUNITIVE DAMAGES)

12 Plaintiff's Complaint does not allege facts sufficient to rise to the level of
13 conduct required to recover punitive damages, and thus all requests for punitive
14 damages are improper.

15 **FIFTEENTH AFFIRMATIVE DEFENSE**

16 (ARBITRATION DEFENSES)

17 Experian alleges on information and belief that Plaintiff's claims may be the
18 subject of an arbitration agreement between herself and Experian.

19 **SIXTEENTH AFFIRMATIVE DEFENSE**

20 (RIGHT TO ASSERT ADDITIONAL DEFENSES)

21 Experian reserves the right to assert additional affirmative defenses at such
22 time and to such extent as warranted by discovery and the factual developments in
23 this case.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Defendant Experian Information Solutions, Inc. prays as
26 follows:

27 (1) That Plaintiff take nothing by virtue of the Complaint herein and that
28 this action be dismissed in its entirety;

- 1 (2) That Experian be dismissed as a party to this action;
- 2 (3) For costs of suit and attorneys' fees herein incurred; and
- 3 (4) For such other and further relief as the Court may deem just and proper.

4
5 Dated: November 13, 2024

6 TROUTMAN PEPPER HAMILTON
7 SANDERS LLP

8 By: /s/ Ryan A. Lewis

9 Ryan A. Lewis
10 Attorneys for Defendant
11 EXPERIAN INFORMATION
12 SOLUTIONS, INC.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28